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CORRESPONDENCE.

Halifax, Va.

Virginia Law Register,
Charlottesville, Va.

Gentlemen:

I have just read Mr. George Bryan's article upon the power of attorney to confess judgments under the legislative enactments of 1922.

This law presents some practical questions. To state a case which arose before me a few days ago, Mr. A, who was insolvent was indebted to Mr. C for a given amount. To close the account Mr. A proposed to give his note endorsed by Mr. B, who was solvent, which proposition was accepted by Mr. C. Thereupon Mr. A made his note to Mr. B for the amount and duly executed a power of attorney authorizing me to confess judgment thereon. Then Mr. B endorsed this note over to Mr. C. As was expected, Mr. A, the insolvent debtor made default in the payment of the note and Mr. C, the holder thereof presented the note to me and requested that I confess judgment thereon. You will observe that there was no power of attorney to confess judgment against Mr. B, the solvent endorser and the party from whom payment was expected. So I advised Mr. C not to avail himself of the power of attorney and take judgment against Mr. A, but to sue Mr. A, the maker and Mr. B, the solvent endorser and obtain judgment against both.

I should like for Mr. Bryan to discuss the questions presented in the above stated case. I believe that this is a practical question of considerable importance to many of the Banks of this State.

BENJ. WATKINS LEIGH.

Mr. Leigh's letter was sent to Mr. George Bryan and we have received the following reply:

Mr. Leigh is undoubtedly right in the advice which he gave his client. If B had not executed the power of attorney, there is an end of the confession phase of the matter. Mr. Martin's form of confession-judgment note given on page 336 of the September number of the REGISTER, so far as waiver of exemptions, protest, etc., is concerned, applies in terms to "maker or makers, endorser or endorsers hereof", but the power to confess is executed only by the maker or makers. The "bite" of notes of this kind is that sometimes the waiver, *supra*, is extended to the confession clause so as to make it read, "and we, the maker or makers, endorser or endorsers hereof do hereby constitute and appoint _____ our true and lawful attorney", etc., etc. Such a power would in my judgment be held good. The result is a word of caution to parties to instruments of this kind and to their counsel—"Watch your step."

GEORGE BRYAN.

Richmond.